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SEAL

COURT FILE NO. T-1606-19

FEDERAL COURT

BETWEEN:

INNU NATION INC.

Applicant

- and -

THE ATTORNEY GENERAL FOR CANADA
(representing the Minister of Crown-Indigenous Relations)

Respondent

Application under sections 18 and 18.1 of the *Federal Courts Act*, Rule 300 of the *Federal Court Rules*

NOTICE OF APPLICATION

TO THE RESPONDENT:

A PROCEEDING HAS BEEN COMMENCED by the applicant. The relief claimed by the applicant appears on the following page.

THIS APPLICATION will be heard by the Court at a time and place to be fixed by the Judicial Administrator. Unless the Court orders otherwise, the place of hearing will be as requested by the applicant. The applicant requests that this application be heard at the Federal Court of Canada, 180 Queen Street West, Toronto, Ontario M5V 1Z4.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or a solicitor acting for you must prepare a notice of appearance in Form 305 prescribed by the Federal Courts Rules and serve it on the applicant's solicitor, or where the applicant is self-represented, on the application, WITHIN 10 DAYS after being served with this notice of application.

Copies of the Federal Courts Rules information concerning the local offices of the Court and other necessary information may be obtained on request to the Administrator of this Court at Ottawa (telephone 613-992-4237) or at any local office.

IF YOU FAIL TO OPPOSE THIS APPLICATION, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU.

October 1, 2019

Issued by: Charlene Cho
Registry Officer
Agent du greffe

«Registry Officer»

Address of local office: 180 Queen Street West
Toronto, ON M5V 1Z4

TO: Ontario Regional Office
Department of Justice Canada
120 Adelaide Street West, Suite 400
Toronto, ON M5H 1T1

I. APPLICATION

A. Matter Under Review

1. This is an application for judicial review in respect of a decision dated on or about September 5, 2019 of the Minister of Crown-Indigenous Relations to enter into a Memorandum of Understanding with NunatuKavut Community Council Inc. (the "Decision").

B. Relief Sought

2. The applicant makes application for:

a) an order in the nature of *certiori* quashing the Decision of the Minister of Crown-Indigenous Relations, on the grounds that:

i) the Decision exceeded the jurisdiction of the Minister of Crown-Indigenous Relations, and was an error of law (the "Minister");

ii) the Decision was an unreasonable exercise of discretion, as the Minister made the Decision without taking into account the information before her, and failed to exercise due diligence;

iii) the Decision was made for an improper purpose; and

iv) in the alternative, Canada failed to discharge its duty to consult and accommodate the Innu of Labrador, as represented by the applicant Innu Nation Inc. ("Innu Nation"), with respect to the Decision.

b) a declaration that the Minister does not have jurisdiction to make the Decision;

c) in the alternative, a declaration that the Minister failed to discharge the Crown's duty to consult and accommodate with Innu Nation with respect to the Decision;

d) An order directing the Minister to promptly initiate and engage in deep, meaningful and adequate consultation with Innu Nation regarding the consideration of the September 5, 2019 Memorandum of Understanding (the "MOU"), including but not limited to the subjects covered by s. 3(b) of the MOU;

e) costs of this application; and

f) such further relief as counsel may advise and this Honourable Court may deem just.

II. THE GROUNDS FOR THIS APPLICATION

A. The Parties

3. Innu Nation represents the Innu of Labrador, including in land claim and self-government negotiations with Canada and Newfoundland and Labrador. The Innu of Labrador are a people with a population of approximately 3200 who primarily reside in two separate communities: the reserves set aside for Mushuau Innu First Nation and the Sheshatshiu Innu First Nation (collectively, the "Innu of Labrador"). These First Nations are First Nations having the capacity of Bands within the meaning of the *Indian Act*, RSC 1985, c I-5 ("*Indian Act*"). The Innu are an Aboriginal people within the meaning of s. 35 of the *Constitution Act, 1982*, and an Indigenous people within the meaning of the *United Nations Declaration on the Rights of Indigenous Peoples*. The people of the Mushuau and Sheshatshiu Innu First Nations and their ancestors have lived, used, and protected the lands and waters of their traditional and ancestral territories since time immemorial.

4. Innu Nation is a corporation incorporated under the laws of Newfoundland and Labrador to represent the right and interests of the Innu of Labrador.

5. The Minister of Crown-Indigenous Relations is a member of the Queen's Privy Council for Canada.

B. Background

6. The Innu of Labrador have lived in the land now called Labrador (as well as in parts of Québec) from time immemorial.

7. In 1949, the Dominion of Newfoundland joined Canada as the Province of Newfoundland. No special provisions for Aboriginal peoples within Newfoundland or Labrador were included in the Terms of Union.

8. At the time Newfoundland joined Confederation in 1949, the Innu of Labrador were living on the land, travelling widely throughout their territory, as they had since time immemorial, in family groups to hunt, fish, gather, trade and maintain social and ceremonial connections with other Innu, neighbouring peoples, and the land.

9. After Confederation, the Innu of Labrador were forced to settle into hastily constructed communities. Those communities lacked infrastructure; houses were without water, sewer or insulation, and the communities were dominated by clergy and provincial government employees from the south. Innu children were forced to attend a denominational school system that would later be widely condemned for rampant child physical and sexual abuse. The Innu of Labrador became subject to laws, policies and institutions designed to assimilate them into Euro-Canadian settler culture.

10. In 1973, the Government of Canada adopted a comprehensive claims policy in which it agreed to negotiate modern treaties with First Nations and Inuit that had not previously signed

treaties and who could meet stipulated requirements, including historic land use and occupancy in the territory claimed by the First Nation or Inuit peoples.

11. In 1979, Innu Nation's submission for comprehensive claims negotiations was accepted by Canada, pending completion of a land use and occupancy study that met Canada's requirements.

12. In 1990, Innu Nation submitted its land use and occupancy study to Canada. Canada accepted Innu Nation's land use study in 1991, and from that point forward, the land claims or as they are also known, modern treaty negotiations, between Innu Nation, Canada and the Government of Newfoundland and Labrador ("GNL") have been under way ("Land Claims").

13. In 1996, a Framework Agreement setting out an agenda and the process for the Land Claims negotiations was signed by the Innu Nation, Canada, and GNL.

14. In 2011, Innu Nation signed an Agreement-in-Principle with the Canada and GNL setting out jurisdictions, rights, and benefits for the Innu of Labrador in a variety of subject areas ("the Agreement-in-Principle").

15. The Agreement-in-Principle also delineates areas of Innu traditional territory in Labrador that will be recognized by Canada and GNL as various categories of settlement lands. Once the final Land Claims agreement is effective, certain lands and waters in Labrador traditionally used by the Innu of Labrador will be subject to modern treaty rights, ranging from ownership and jurisdiction over Labrador Innu Lands, to more extensive areas within Labrador where the agreement will recognize and affirm the rights of the Innu of Labrador to harvest wildlife, fish, and migratory birds, participate in co-management regimes, and benefit from economic developments.

16. However, a final Land Claims agreement has not yet been signed and negotiations between the parties continue.

17. A process of resolving potential overlaps in the Land Claims between the Innu of Labrador and the Labrador Inuit, then represented by the Labrador Inuit Association (as it then was called), and now represented by the Nunatsiavut Government, was completed prior to the conclusion of the Labrador Inuit Final Land Claim Agreement ("LILCA") in 2005. The rights of the Labrador Inuit are exhaustively recognized in the LILCA.

18. The areas claimed by the NunatuKavut Community Council Ltd. ("NCC"), the party named in the MOU with Canada, overlap significantly with the settlement lands identified for the Innu of Labrador under the 2011 Agreement-in-Principle, and with the Labrador Inuit Land Claims Area in Schedule 1-A of LILCA.

C. NunatuKavut Community Council Claims

19. NCC is an organization in Labrador, which was previously known as the "Labrador Métis Nation" ("LMN"), and the "Labrador Métis Association" (the "LMA"). The LMA was incorporated in 1986, and its membership was open to those who were mixed white and Inuit heritage, mixed white and First Nation heritage, as well as to individuals without Aboriginal ancestry who settled in Labrador north of the Pinware River prior to 1940. At the time of incorporation, LMA consisted primarily of people who were previously known or self-identified as "settlers" or "original Labradorians" or "livyers" rather than Métis.

20. The organization changed names twice, first in or around 1999 from the LMA to LMN, and then in 2010 from LMN to NCC. NCC now claims to represent "the Southern Inuit" of Labrador.

21. NCC has made several unsuccessful applications under the Government of Canada's comprehensive claims policy to have Canada negotiate its land claims. Most recently, NCC submitted a supplemental application to Canada in 2010 entitled, "Unveiling NunatuKavut". In 2014, Canada again rejected NCC's claim.

22. Canada's Department of Justice concluded in 2003 that LMN, as NCC was then called, was a modern political organization representing people from different regional groups with different identities and varying degrees of Aboriginal ancestry with no single uniform culture, and that it was not an Aboriginal collectivity capable of holding Aboriginal rights.

23. The Innu of Labrador do not, and have never, accepted that NCC or any of its predecessors represent an Aboriginal people of Canada within the meaning of s. 35 of the *Constitution Act, 1982*.

D. Potential Impacts on Innu Title and Rights

24. NCC's claims to land and Aboriginal rights in Labrador overlap significantly with the Innu of Labrador's traditional territory accepted for Land Claim negotiations by Canada and GNL, including the settlement lands and treaty rights that are described in the 2011 Agreement-in-Principle, which are being advanced in final negotiations with Canada and GNL towards a Land Claim agreement.

25. Canada's own internal documentation details Canada's analysis that the LMA (as NCC was originally known) came into being when a prominent non-Aboriginal civil servant helped form the organization. The organization was formed in order to counter growing public support for Innu opposition to militarization, which militarization included a very high number of low-level, military jets flying sorties over Nitassinan (the Innu-aimun word for their homeland) and

NATO's proposal for a full-fledged military base at Goose Bay. The Innu of Labrador opposed these activities and the proposed military base because of the significant impacts on the exercise of Innu Aboriginal rights in Nitassinan.

26. NCC has made unsubstantiated and untested statements that it has a stronger claim than the Innu of Labrador to large areas of Labrador, including along the Churchill River. NCC has made unsuccessful court filings seeking to leverage economic benefits for NCC in respect of the Muskrat Falls and Gull Island hydroelectric projects based upon that claim.

27. There is a significant risk that NCC will continue to seek to diminish or delay recognition of the rights and title of the Innu of Labrador during their negotiations with Canada. There is also a significant risk that NCC will seek to delay, diminish or displace the modern treaty rights that the Innu of Labrador will otherwise obtain under their final Land Claims agreement.

28. If NCC's claims to the Innu of Labrador's Land Claim areas are recognized by Canada, the recognition of Innu rights under a final Land Claims agreement will be diminished, delayed or displaced.

E. No evidence of due diligence by Canada prior to making the MOU

29. Innu Nation has on several occasions requested information from Canada on the status of its assessment of NCC's claims, including by seeking confirmation that Canada would consult with Innu Nation prior to signing any Memorandum of Understanding or similar agreement with NCC. Innu Nation also asked Canada whether it was considering recognizing NCC as capable of holding s. 35 rights, and if so on what basis.

30. Innu Nation has repeatedly and consistently told Canada about Innu Nation's objections and concerns about NCC's claims, including Innu concerns that recognition by Canada will diminish or delay the recognition of the Aboriginal rights and title of the Innu of Labrador.

F. The Decision

31. On or about September 5, 2019, the Minister and NCC's President Todd Russell signed a MOU between Canada and NCC.

32. The Minister was acting pursuant to authority delegated to her by the *Department of Crown-Indigenous Relations and Northern Affairs Act* (the "*CIRNA Act*"), SC 2019, c 29, s 337, at section 6:

> The Minister's powers, duties and functions extend to and include all matters over which Parliament has jurisdiction — and that are not by law assigned to any other department, board or agency of the Government of Canada — relating to relations with Indigenous peoples.

33. "Indigenous peoples" is defined in the *CIRNA Act*: "Indigenous peoples has the meaning assigned by the definition aboriginal peoples of Canada in subsection 35(2) of the *Constitution Act, 1982*."

34. Subsection 35(2) of the *Constitution Act, 1982* sets out that "'aboriginal peoples of Canada' includes the Indian, Inuit and Métis peoples of Canada".

35. Similarly, the Minister is given the following responsibilities in the *CIRNA Act*, at section 7:

> The Minister is responsible for
>
> (a) exercising leadership within the Government of Canada in relation to the affirmation and implementation of the rights of Indigenous peoples recognized and affirmed by section 35 of the *Constitution Act, 1982* and the implementation of treaties and other agreements with Indigenous peoples;
>
> (b) negotiating treaties and other agreements to advance the self-determination of Indigenous peoples; and
>
> (c) advancing reconciliation with Indigenous peoples, in collaboration with Indigenous peoples and through renewed nation-to-nation, government-to-government and Inuit-Crown relationships.

36. The Minister entered into an MOU on September 5, 2019 in which Canada recognized NCC as an "Indigenous collective capable of holding section 35 Aboriginal rights", and for the purpose of entering into discussions regarding rights recognition and self-determination.

37. Through the MOU, Canada also pledged that jurisdiction over land, sea and ice and exercises of rights over land, sea and ice, will be subjects of discussion between Canada and NCC.

38. In 2018, Canada provided assurances to Innu Nation that it would be consulted prior to any MOU which had the potential to impact the rights of the Innu of Labrador. Innu Nation had no prior notice that Canada intended to enter into the MOU with NCC, and only became aware of the MOU following a press release by NCC on September 5, 2019.

39. Yvonne Jones, the Member of Parliament for Labrador, in discussion with Innu Nation representatives very shortly before the signing of the MOU, denied that Canada was in discussions with NCC about land claims. Ms. Jones stated the discussions were just about access to services for NCC members.

40. However, Ms. Jones apparently had knowledge of the Minister's deliberations in advance of the decision and improperly had advance knowledge of the Decision prior to the Decision being made.

41. Ms. Jones was the Parliamentary Secretary to the Minister of Intergovernmental and Northern Affairs and Internal Trade from August 31, 2018 to September 11, 2019. She was Parliamentary Secretary to the Minister in July 2018 when Canada announced that it was entering into exploratory talks with NCC, but is no longer in that role. She is also a member of NCC.

G. Decision Exceeds the Minister's Jurisdiction

42. The Minister is granted authority by s. 6 of the *CIRNA Act* with respect to "all matters over which Parliament has jurisdiction [...] relating to relations with Indigenous peoples". The *CIRNA Act* defines "Indigenous peoples" in reference to the definition of "aboriginal peoples" in the *Constitution Act, 1982*, which is restricted to "Indian, Inuit, and Métis peoples". The Minister was purportedly exercising this jurisdiction in making the Decision to enter into the MOU.

43. The fact that a group merely self-identifies as "Inuit" or "Métis" is in and of itself insufficient basis for the Minister to assume jurisdiction. The Minister is obliged to consider all of the facts in relation to the position at law of what constitutes an Inuit people or a Métis people capable of holding section 35 Aboriginal rights, and to apply the facts to the law correctly.

44. Similarly, the Minister is granted authority by s. 7 of the *CIRNA Act* in relation to the "affirmation and implementation of the rights of Indigenous peoples", to "negotiating treaties and other agreements to advance the self-determination of Indigenous peoples", and "advancing reconciliation with Indigenous peoples". Parliament granted the Minister each statutory power in specific reference to the defined term of "Indigenous peoples" in s. 2 of the *CIRNA Act*, which is restricted to "Indian, Inuit, and Métis peoples". This is a constitutional and legal definition which restricts the scope of the Minister's jurisdiction that the Minister was purportedly exercising in this Decision.

45. The Minister did not have jurisdiction under the *CIRNA Act* to recognize an "Indigenous collective" capable of holding section 35 Aboriginal rights, but rather only to recognize "Indian, Inuit, and Métis peoples" in accordance with the established legal tests and statutory framework. The Minister did not do so, or erroneously applied the relevant legal and statutory framework. The Minister did not therefore have jurisdiction to enter into the MOU with an unspecified "Indigenous collective" under the *CIRNA Act*.

46. The Decision of the Minister implicates a true question of jurisdiction and is reviewable on a standard of correctness. The Minister either failed to examine whether NCC met the indicia of an Aboriginal people capable of holding section 35 Aboriginal rights, or erred in law in determining that NCC did meet the indicia. In the alternative, if the standard of review is reasonableness, then the Decision was not reasonable. The Decision of the Minister must be quashed.

H. The Decision was an Unreasonable Exercise of Discretion

47. The Decision was an unreasonable exercise of discretion as the Minister failed to exercise due diligence in concluding an MOU that recognizes NCC as an Indigenous collective capable of holding section 35 Aboriginal rights without taking into account:

a) whether NCC meets the legal definition of an Inuit people capable of holding section 35 Aboriginal rights, including contrary analysis done by Canada concluding that the LMN/LMA/NCC represents people from different regional groups with different identities and of varying degrees of Aboriginal ancestry, and is not an Aboriginal collectivity capable of holding section 35 Aboriginal rights;

b) the fact that no Inuit organization recognizes NCC as an Inuit collective;

c) the fact that Labrador Inuit rights have already been exhaustively recognized in the LILCA;

d) Canada's policies regarding the recognition and identification of Indigenous peoples;

e) the fact that there was no distinct, organized society in existence at the time of European contact or the assertion of British sovereignty to which LMN, LMA or NCC are successors, and the significance of this fact for the legal question of whether NCC is an Indigenous people; and

f) census data on ethnic self-identification in Labrador.

48. In concluding the MOU, the Minister failed to specify which of "Indian, Inuit, [or] Métis peoples" she was recognizing NCC as.

49. The question of whether the Decision was an unreasonable exercise of discretion made is reviewable on a standard of reasonableness. The Decision was not reasonable. It must be quashed.

I. Decision Made for Improper Purpose

50. Canada has well-established policies for recognizing Indigenous peoples as holders of section 35 rights. The Minister did not follow these policies in making the Decision or apply any other reasonable criteria in making the Decision.

51. The Minister's Decision was grounded in an improper purpose and was made without regard to relevant factors. The Minister acted without *vires*.

52. In signing an MOU with NCC, which Canada has previously determined does not represent an Indigenous people, the Minister acted without regard to relevant factors.

53. The Decision is based on the political interests of Ms. Jones and the Minister. These are improper considerations and render the Decision *ultra vires*.

54. It was improper for Ms. Jones, who is no longer Parliamentary Secretary to the Minister, to have been involved in the Decision given her clear conflict of interest as a member of NCC.

55. The question of whether the Decision was made for an improper purpose is reviewable on a standard of reasonableness. The Decision was not reasonable. It must be quashed.

J. Failure to Discharge the Duty to Consult and Accommodate

56. In the alternative, and in any case, Canada failed in the Duty to Consult and Accommodate (the "DTCA") Innu Nation's asserted rights and title claims.

57. The DTCA arises when the Crown has knowledge of the potential existence of an Aboriginal right and contemplates conduct that may adversely affect it.

58. Canada's duty to consult and accommodate Innu Nation is at the highest end of the spectrum in this instance.

59. The contemplation of signing an MOU with NCC triggered the DTCA, since:

a) The Minister is an agent of the Crown;

b) Canada has at all relevant times had knowledge of Innu Nation's asserted rights and title claims, and of the extent of Innu Nation's traditional territory, both of which have been the subject of negotiation with Canada for forty years;

c) The MOU commits Canada to a good faith process of discussion with NCC regarding NCC's claims, which claims overlap with Innu Nation's traditional territory and can be expected to affect Canada's recognition of the Innu of Labrador's Aboriginal rights and title in the Final Land Claim Agreement; and

d) The decision to sign the MOU adversely impacts the Innu of Labrador's asserted Aboriginal rights and title in the areas also claimed by NCC.

60. Canada has failed to discharge its DTCA. There was no consultation with Innu Nation regarding the MOU, despite the potential impacts on Innu of Labrador's asserted rights and title, and despite Innu Nation's specific requests and Canada's agreement to consult Innu Nation in the event that Canada was considering entering into an MOU with NCC.

61. The decision of the Minister about whether the DTCA was triggered is reviewable on a standard of correctness. Insofar as the Minister decided that consultation or accommodation of Innu Nation was not required, the decision is incorrect and must be quashed.

62. The adequacy of consultation and accommodation is reviewable on a standard of reasonableness. Canada has failed to meet this standard in making the Decision. As a result, the Decision to enter into the MOU must be quashed.

a. The MOU fails to provide for consultation and accommodation of Innu Nation

63. The MOU fails to provide for consultation with Innu Nation at the outset regarding the effects of Canada's discussions with NCC on the Aboriginal rights of the Innu of Labrador. The Decision commits Canada to a process which fails to discharge the Crown's duty to consult and accommodate Innu Nation. Therefore the decision must be quashed.

64. The Crown has a duty to begin consultation and accommodation as early as possible, especially where, as here, Canada had knowledge of Innu Nation's asserted rights and title claims. In order for consultation to be meaningful, it must begin when a course of action is being contemplated and continue until a decision as to the course of action has been made. The terms of the MOU do not provide for this.

65. The process outlined in the MOU involves Canada consulting with other Indigenous groups regarding "products" from its discussions with NCC only once such products have been created.

66. This process would unlawfully defer consultation to after the point where a product or outcome has already been agreed to between NCC and Canada.

67. The decision of the Minister about whether the DTCA was triggered is reviewable on a standard of correctness. Insofar as the Minister decided that consultation or accommodation of Innu Nation was not required in the negotiation process described in the MOU, the decision is incorrect and must be quashed.

68. The adequacy of consultation and accommodation is reviewable on a standard of reasonableness. The terms of the MOU fail to meet this standard. As a result, the Decision to enter into the MOU must be quashed.

K. Request for Material in Possession of the Minister

69. Pursuant to Rule 317 of the Federal Court Rules, the applicant requests the Minister to send a certified copy to the applicant and to the registry of all the material relevant to the Decision that is in the possession of the Minister that is not in possession of the applicant, including:

e) All materials considered or created by the Minister of Crown-Indigenous Relations (including those considered or created by the predecessor roles of the Minister of Aboriginal Affairs and Northern Development, Minister of Indigenous and Northern Affairs, or Minister of Crown-Indigenous Relations and Northern Affairs) or by any person or entity acting on behalf of the Minister of Crown-Indigenous Relations (or the predecessor Ministers), and including all documentation and communication, pertaining to or relevant to the Decision herein.

70. The Applicants rely on the following statutory provisions and rules:

a) *Constitution Act, 1982*, being Schedule B to the *Canada Act 1982* (UK), c 11;

b) *Indian Act*, RSC 1985, c I-5;

c) *Department of Crown-Indigenous Relations and Northern Affairs Act*, SC 2019, c 29, s 337;

d) *Federal Courts Act*, RSC 1985, c F-7;

e) *Federal Courts Rules*, SOR/98-106;

f) Such other and further authorities as counsel may advise and this Honourable Court may permit.

THIS APPLICATION WILL BE SUPPORTED BY THE FOLLOWING MATERIAL:

71. The Affidavit of Grand Chief Gregory Rich, to be sworn;

72. Other affidavits;

73. Material requested pursuant to Rule 317 of the *Federal Court Rules* and produced to the Applicant and the Court pursuant to Rule 318; and

74. Such other evidence as counsel may advise and as this Honourable Court may permit.

Date: October 1, 2019

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Lawyers for Applicant

Court File No.

FEDERAL COURT

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Applicant

- and -

THE ATTORNEY GENERAL FOR CANADA
(representing the Minister of Crown-Indigenous Relations)

Respondent

NOTICE OF APPLICATION
(Filed this 1st day of October, 2019)

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